

Commercial Combined Policy Schedule

Liability Cover

Description	Limit
Public and Products Liability	£5,000,000
Employers' Liability	£10,000,000
Public Liability Financial Loss	£250,000
Product Liability Financial Loss	£250,000

Additional Cover

Commercial Legal Protection

Description	Limit
Cover	£100,000

Endorsements & Conditions

Security trade Endorsements

Efficacy Extension

Notwithstanding Section 6 Public Liability exclusion 6.4.iii and Products Liability exclusion 6(b)10 We will indemnify You in respect of any liability caused by the failure or inadequacy (whether full or partial) of any product or service supplied by You to perform the function for which it was intended.

The limit of indemnity in respect of this extension is £500,000 in respect of any one loss.

Criminal Acts/Wilful and Belligerent Acts Extension and Condition

Notwithstanding General Exclusion M – Deliberate and Criminal Acts We will indemnify You for Your liability to pay damages including interest and claimants costs recoverable from you as a result of bodily injury or damage in respect of the actions of

- i) Your employees or
- ii) persons engaged under a contract of service with You and for whose actions You are held responsible and carried out during the normal course of their employment or service with You for which they are found guilty of any of the following
 - i) Actual Bodily Harm as provided for in the Offences Against The Person Act 1861
 - ii) Grievous Bodily Harm as provided for in the Offences Against The Person Act 1861
 - iii) Common assault and Battery as provided for in the Criminal Justice Act 1988

In respect of this extension We will not indemnify You for any amount in excess of £100,000 for any one event and £250,000 in any one Period of Insurance

The cover provided by this extension excludes any punitive fines or penalties awarded against You

It is a condition of this Policy that You will

- 1) Research the background and suitability of any Employee including Criminal Record Bureau/Disclosure and Barring Service checks
 - 2) Ensure that all Employees and sub-contractors undertaking any form of security or door supervision work are licensed under the Private Security Industry Act 2001 and any subsequent or amending legislation and comply with the licensing requirements of the Security Industry Authority
- You must retain documentation recording and verifying the above for a period of at least 3 years on termination of employment or contract and all records and documents must be made available to Us on request

Loss of Keys Extension

Cover under Section 6 Public and Products Liability is extended to include:

- i) the cost of replacement or alteration of keys and/or locks operated by keys
- ii) the consequential loss suffered by Your customer arising either from their inability to gain access to their premises or the misuse of the keys by any person other than an Employee
- iii) the reasonable cost of any additional temporary protection to the affected premises

In respect of this extension We will not indemnify You for any amount in excess of £75,000 for any one event and £75,000 in any one Period of Insurance

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We shall not be liable for the first £250 in respect of the cost of each and every claim under this Extension

Failure to secure premises Extension

Cover under Section 6 Public and Products Liability is extended to include Damage to Your customers property caused by the failure of You or any of Your Employees to secure the premises.

In respect of this extension We will not indemnify You for any amount in excess of £75,000 for any one event and £75,000 in any one Period of Insurance

We shall not be liable for the first £250 in respect of the cost of each and every claim under this Extension

Misuse of Customers Telephones

Cover under Section 6 Public and Products Liability is extended to include Your liability arising from the cost of misuse of customers telephones at Your clients premises.

In respect of this extension We will not indemnify You for any amount in excess of £50,000 for any one event and £50,000 in any one Period of Insurance

We shall not be liable for the first £250 in respect of the cost of each and every claim under this Extension

Bodycam Condition

- 1) At least one internal and one external Door Supervisor used at any Nightclubs, or late licenced fee paying venue must wear bodycams.
- 2) Door Supervisors must be suitably trained in the use of bodycams and a written record of the training must be kept and supplied to Us at Our request.
- 3) All Recordings must be kept for a minimum of 60 days. Where an incident occurs or is reported or alleged You must retain any recording for a minimum of 12 months and agree to share this footage with Us

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Excesses

The Excess is the amount of each loss that You are responsible for. Unless stated otherwise on this Schedule, the Excesses applicable to each section are as follows.

SECTION	MINIMUM EXCESS APPLICABLE
Section 1 - Property Damage	£250
Section 2 - Business Interruption	NIL
Section 3 - Money & Assault	£250
Section 4 - Goods in Transit	£100
Section 5 - Employers Liability	NIL
Section 6 - Public & Products Liability	£250
Section 7 - Contract Works, Own Plant & Hired in Plant	£500 in respect of theft or attempted theft and malicious Damage. £250 in respect of any other loss.
Section 8 - All Risks Specified Items	£250 unless specified otherwise
Section 9 - Commercial Legal Expenses	Nil
Optional Extension - Subsidence	£1,000

Appointment of Eaton Gate

The **Insurers** have appointed Eaton Gate MGU Ltd ('Eaton Gate') to administer **your** insurance on their behalf. This policy is issued in accordance with the authorisation **insurers** have granted to Eaton Gate under the terms of a contract between the **insurer** and Eaton Gate. This contract makes Eaton Gate the agent of the **insurer** and gives them the authority to perform certain acts on the **insurer's** behalf but does not affect **your** rights to claim or make a complaint.

About Eaton Gate

Eaton Gate is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ and is authorised and regulated by the Financial Conduct Authority (FRN 773194). Eaton Gate is an intermediary and not an insurer. Eaton Gate has not made any personal recommendation regarding the sale of this policy.

Eaton Gate can be contacted:

By telephone: 0333 234 1741

By e-mail: info@egmgu.co.uk

In writing at: Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For further details on how **your personal data** is used by Eaton Gate, please check its [Privacy Policy](#).

Your Insurers

Sections 1-8 and Optional Extensions are provided by:

Insurer: Accelerant Insurance Limited

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Registered Number: C92407
Registered Office: Soho, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, MALTA
Website:
FCA Registration Number: 850325

For further details on how **your personal data** is used by the Insurer, please check its Privacy Policy:

Section 9 Is Provided By:

Insurer: ARAG Plc on behalf of AmTrust Europe Limited
Registered Number: 102585818
Registered Office: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
Website: www.arag.co.uk
FCA Registration Number: 452369
Complaint Address: Customer Relations, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

ARAG plc is authorised and regulated by the Financial Conduct Authority, Firm No. 452369

For further details on how **your personal data** is used by the Insurer, please check: [Privacy Policy](#) (ARAG) and [Privacy Policy](#) (AmTrust).

Making a Claim

If **you** wish to make a claim, **you** should contact **us** as soon as possible. **You** should not settle, reject, negotiate or agree to pay any claim without **your Insurer's** written permission.

For claims under Sections 1-8 of **your policy** and optional extensions:

0333 234 1727

For claims under Sections 9 of **your policy**:

0330 303 1955 or 0117 917 1698

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

REDUNDANCY APPROVAL - 0330 303 1955 or 0117 917 1698

We can arrange for specialist advice if **You** are planning redundancies. This will assist **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

CRISIS COMMUNICATION - 0344 571 7964

If **You** are concerned about an event that may result in negative publicity which could affect **Your** business, **You** can access professional public relations support from **Our** Crisis Communication experts.

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Where possible, initial advice for **You** to act upon will be provided over the phone, but if **Your** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage **Your** business, **You** are insured against the costs of crisis communication services under Insured Event 10 when **You** use this helpline.

COUNSELLING ASSISTANCE 0333 000 2082

For an employee (including family members permanently living with them) needing confidential help and advice, **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your** employee upset or anxiety from personal problems to bereavement.

LEGAL SERVICES WEBSITE - www.araglegal.co.uk

With **Your Policy You** get free access to **Our** legal services website using the following code, X123KC79BB5, which allows **You** to create many online documents and guides which can help **Your** business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

Customer Complaints

If **your** complaint is about the way **your policy** was sold to **you** please contact **your** insurance broker or intermediary firm who arranged **your** policy for **you**. Their address and telephone number are shown on **your schedule**.

If **your** complaint is about a claim made under **your policy** please contact the **Insurer's** claim administration team. Their address and telephone number are shown above.

Eaton Gate is dedicated to resolving **your** complaint so if **you** fail to reach **your Insurer** or have a complaint about your Policy or wish to discuss a complaint **you** have with **your Insurer**, please contact the Eaton Gate customer services team;

- Telephone: 0333 234 1741
- By e-mail: complaints@egmgu.co.uk
- In writing to: Customer Services Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For complaints under Sections 1-9 and Optional Extensions, if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) working days **you** may also be able to refer **your** complaint to the Office of the Arbiter for Financial Services in addition to FOS:

- Telephone: +356 212 49245
- In writing to: Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530 Malta

You will have to pay EUR 25.00 at the time of making Your complaint to the Arbiter to use this service.

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

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Territorial Limits

The **Territorial Limits** of this **Policy** other than the Legal Expenses Section are:

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

The **Territorial Limits** for the Legal Expenses Section are detailed in the **Policy** wording

How We Use Your Personal Data and Who We Share It With

Insurance Underwriting and Administration

The information that **you** provide to **us** may be used for purposes of insurance underwriting and administration or claims processing and payment by **us**, **our** associated companies, suppliers and service providers, agents, and by reinsurers. From time to time this information may be disclosed to regulatory or statutory bodies for the purposes of monitoring and enforcing **our** compliance with the relevant regulatory code or rules. **Your** information may also be used for the purposes of calculating renewal terms as well as crime prevention, statistical analysis and research and development.

This information may be transferred outside of the European Economic Area for any of these purposes and for system administration. Should this happen **we** will ensure that anyone receiving **your** information agrees to handle this information to the same standard and level of protection as if **we** were dealing with it.

If **you** pass **us** any information relating to any other person, **you** confirm that they have given **you** permission to provide it to **us** and that they give permission for **us** to process their **Personal Data** and that **you** have explained to them who **we** are and what **we** will use their data for.

We will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained

The information provided will be treated in confidence and in compliance with the **Data Protection Regulations**.

Claims Handling

In assessing any claim, **we** or **our** agents will likely consult any publicly held information which may include but will not be limited to: electoral roll, bankruptcy or insolvency records, county court judgments, repossessions and such like. This information may also be shared with other insurers and **our** agents and suppliers. Please check **our** Privacy Policy for details of these third parties.

Credit Searches or Third Party Information Sources

In considering **your** application for this **Policy** **we** or our agents may consult a number of data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain policy records and to combat fraud. **We** or our agents may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reasons or for tracing debtors. Please check our Privacy Policy for details of these third parties.

- approved service providers or suppliers or other group companies that provide support services;
- fraud prevention or credit reference agencies or other agencies that carry out work on **our** behalf such as the Insurance Fraud Bureau (IFB);
- other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman services or the Claims and Underwriting Exchange (CUE) or ELTO (see below);
- purchasers of the whole or part of **our** business;

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The Claims and Underwriting Exchange Register (CUE) run by Motor Insurance Bureau (MIB Ltd). The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with the **Policy**. **We** will pass any information relating to any incident which may or may not give rise to a claim under the **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of the **Policy**, to the relevant registers.

In accordance with the Employers Liability Insurance: Disclosure by Insurers (no 4) Instrument 2013 made by the Financial Conduct Authority (FCA) **we** will be required to provide some of your information to the Employers Liability Tracing Office (ELTO). The information that **we** supply in accordance with this requirement will be added to an electronic database that will be managed by ELTO. The information supplied to the ELTO will include:

- policy number(s)
- employers' current names and addresses
- coverage dates
- Her Majesty's Revenue and Customs Employers Reference Numbers

We may ask credit reference agencies to give **you** a credit score, which may affect **your** insurance application. **We** may also use information relating to **you** and **your** property supplied to **us** by other third parties.

Fraud Protection

In order to prevent fraud, **we** may, at any time:

- share information with other organisations or public bodies (such as the Police) about **you**;
- undertake credit searches or additional fraud searches;
- check and file **your** details with fraud prevention agencies or on registers of claims that are shared with insurers.

If **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

Automated Decisions

We may use automated tool with decision making to assess **your** insurance application, such as price rating tool, flood, theft and subsidence area checks. These automated decisions will produce a result on where **we** are able to offer insurance, the appropriate price for **your** insurance policy or whether **we** can accept **your** claim. If **you** object to an automated decision **we** may not be able to offer **you** an insurance quotation or renewal.

Your Rights

Unless subject to an exemption under the **Data Protection Regulations**, **you** have the following rights with respect to **your personal data**:

- **You** have the right of access to **your personal data** **we** hold and to any correction of this if it is found to be inaccurate or out of date. In the event of any dispute regarding rectification of **your personal data**, **you** may request a restriction to be placed on further processing. **We** will only keep **your personal data** for as long as is necessary to provide **you** with the products and services to meet **our** legal obligations.
- **You** may request **us** to transmit **your personal data** directly to another **data controller**.
- **You** have the right to request erasure of **your personal data**, although **we** may refuse to comply with **your** request where **your personal data** is processed on a lawful basis. Where **your personal data** has been shared with others, **we** will notify those using **your personal data** to comply with **your** request.
- **You** have the right to lodge a complaint to the regulatory authority if **you** feel **we** have not lawfully processed **your personal data** or suitably responded to **your** requests or rectified **your personal data** in the time permitted.

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EATON GATE

COMMERCIAL

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Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).